

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER <b>SC0600-00-0279 BASIC</b>		PAGE 1 OF 64			
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-00-R-0062</b>		6. SOLICITATION ISSUE DATE <b>30 May 2000</b>		
7. FOR SOLICITATION INFORMATION CALL: ▷		a. NAME <b>PEGGY L. DACEY</b>				b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9345</b> <b>FAX (703) 767-8506</b>		8. OFFER DUE DATE/LOCAL TIME <b>1 JUL 00</b> <b>@3:00 PM</b> <b>LOCAL FORT BELVOIR TIME</b>		
9. ISSUED BY		CODE		<b>SC0600</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		
<b>ATTN: PEGGY L. DACEY DESC FPB RM 2941</b> <b>DEFENSE ENERGY SUPPORT CENTER</b> <b>8725 JOHN J. KINGMAN ROAD, SUITE 4950</b> <b>FORT BELVOIR, VA 22060-6222</b> <b>email: <a href="mailto:pdacey@desc.dla.mil">pdacey@desc.dla.mil</a> Ph: (703) 767-9345/Fax: 767-9338</b>  <b>P.P. 6.4</b>						12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		
						13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO				CODE		16. ADMINISTERED BY				
<b>SEE SCHEDULE</b>						<b>SEE BLOCK 9</b>				
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY		CAGE CODE		18a. PAYMENT WILL BE MADE BY				
						DFAS – COLUMBUS CENTER ATTN: DFAS-CO-TLSFA 3990 EAST BROAD STREET, BLDG 21 COLUMBUS, OH 43213-1152				
TELEPHONE NO.		FAX NO:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER										
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		
		<b>SEE PAGES 4-40</b>								
		(Attach additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA <b>97XXX4930.5CF0 01 25.2 S33150</b>								26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.				
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA ( <i>Signature of Contracting Officer</i> )				
30b. NAME AND TITLE OF SIGNER ( <i>Type or Print</i> )				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER ( <i>Type or Print</i> ) <b>BRIAN DELONG</b>			31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
						38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		
						42a. RECEIVED BY ( <i>Print</i> )		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42b. RECEIVED AT ( <i>Location</i> )				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D (YY/MM/DD)				
						42d. TOTAL CONTAINERS				

## CLAUSE INDEX

### SECTION B – SUPPLIES/SERVICES AND PRICES/COST

B26.19	SCOPE OF CONTRACT (LAB TESTING) (DESC APR 1968)	4
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### SECTION G – CONTRACT ADMINISTRATION DATA

G2.03	DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DESC JAN 1986)	41
G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	41
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)	41
G9.09	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	42
G21	DESIGNATION OF PROPERTY ADMINISTRATOR (DESC MAR 1995)	42

### SECTION I – CONTRACT CLAUSES

I1.03-1	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 1999)	43
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2000)	44
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)	46
I1.06	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)	47
I1.07	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)	48
I84	REQUIREMENTS (OCT 1995)	48
I84.01	REQUIREMENTS (ALT III) (OCT 1995)	49
I86	ORDER LIMITATIONS (OCT 1995)	49
I209.01	OPTION TO RENEW (SERVICES) (DESC APR 1997)	49
I209.07	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)	49
I211	ORDERING (OCT 1995)	50

### SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.01-7	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)	50
K1.01-9	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I) (JUN 1999/OCT 1998)	50
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (OCT 1999/OCT 1998/JAN 1999)	50
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)	62

### SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS OR QUOTERS

L2.05-7	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (LAB TESTING) (DESC FEB 2000)	61
L2.11-1	FACSIMILE BIDS (DESC AUG 1999)	63
L2.11-2	FACSIMILE PROPOSALS (OCT 1997)	64
L5	SERVICE OF PROTEST (AUG 1996)	64
L5.01-1	AGENCY PROTESTS (DEC 1999) – DLAD	64
L35	RESTRICTION ON AWARD (TESTING) (DESC APR 1971)	65
L205	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)	65

### SECTION M – EVALUATION FACTORS FOR AWARD

M2.11	EVALUATION - COMMERCIAL ITEMS (JAN 1999)	65
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**SECTION B- SUPPLIES/SERVICES AND PRICE/COST**

**Schedule/Statement of Work**

**1. SERVICES TO BE FURNISHED:**

When and as ordered by the Contracting Officer (CO) or CO designee, the Contractor shall perform services consisting of testing samples of Government-owned petroleum products as described herein. Each geographical location for which testing is required shall be identified by a Contract Line Item Number (CLIN). Each CLIN is further broken down into SubCLIN's to describe additional elements of service required for that location. The CLIN system is described in attachment 1.

When testing services are offered, which are not within commuting distance of the laboratory, the contractor's price shall include the cost of transportation of samples to the laboratory.

The contractor should identify, in their offer, normal working hours and points of contact (names, addresses and phone numbers) for laboratories, which will provide services under the contract. Additionally, hourly rate for working outside normal working hours (overtime), as well as expedite charges shall be provided as described further below.

The following attachments describe products to be tested, types of testing required and additional information as required:

<u>ATTACHMENT NO.</u>	<u>PRODUCT/DESCRIPTION</u>
2	JP-5
3	JP-8
4	Jet A/A-1
5	F76
6	FSII
7	Sulfides

NOTE: The quantities of samples for testing are estimates only. The services the Contractor shall be required to furnish and the Government to accept shall be those that, from time to time, may be ordered during the performance period of this contract.

**2. GENERAL:** The Defense Energy Support Center purchases, stores, and transports petroleum products to numerous Department of Defense activities. As part of our Quality Surveillance Program, we require samples to be submitted periodically. Testing is conducted to determine if product characteristics have changed as a result of method of transportation, length of storage and in some cases prior to discharge of marine vessels.

**3. DESCRIPTION OF SERVICES:**

a. The contractor shall provide one or more laboratories capable of performing the tests associated with the products listed in the attachments referred to in paragraph 1 above. The laboratories shall have a system of calibration equivalent to ISO 10012-1 -- Quality Assurance Requirements for Measuring Equipment.

b. The laboratory shall maintain an audit trail that will allow for identification of tests performed and specific equipment and technicians. All testing will be performed in strict accordance with test methods identified in attachments referred to in paragraph 1 above.

c. Testing of U.S. Government-owned fuel products are required 24 hours per day, 7 days per week (including holidays). Under normal circumstances, samples will be received during contractor's normal working hours as set forth in the contract. However, should testing be required at other than normal working hours, such times are covered under Section 5. Samples shall be processed, tested, and results provided to the Quality Representative (QR) identified below, within the prescribed turn-around times as indicated.

Routine-----24 hours  
Expedite---- 8 hours

Turn-around time is measured from the time the sample is received at the laboratory, except in the case that a contractor elects to transport the sample as described in paragraph 1 above, then it is measured from the time the sample is delivered to the courier for transportation to the laboratory.

d. The contractor shall maintain records evidencing all analysis performed under this contract. All samples tested will be documented with a detailed report which reflects standardized (API/IP) format when available. The Contractor will telephone or fax test results to the QR and follow up with a hard copy by mail. Long distance phone charges, fax charges, and postage charges will not be reimbursed by the U.S. Government and should be included in testing prices.

An additional copy of the test results will be mailed to:

**ATTN: Laboratory Testing Monitor, DESC-BQA, ROOM 2834**

Defense Energy Support Center

8725 John J. Kingman Road, Suite 4950

Fort Belvoir, Virginia 22060-6222

e. Upon request of the QR, the Contractor may be asked to provide Department of Transportation (DOT) approved sample containers and packaging/shipping materials. The Contractor is asked to quote a price under SERVICES TO BE FURNISHED above. The price should include transportation to the requesting QRs office.

f. Samples shall be retained, after analysis, for a minimum of 15 days. In the event of a delivery dispute a longer sample retention period may be requested by DESC.

g. The Contractor shall be responsible for disposal of excess fuel sample and sample containers.

#### **4. ORDERING OF SERVICES**

Services to be furnished under this contract shall be ordered by the QR. Upon award of contract, the Defense Energy Support Center Office which has responsibility for a specific geographical area, Section 5 - Geographical Areas, will assign a QR for each contract laboratory location. Services are considered to be "ordered" when the Contractor's laboratory personnel receive the sample, along with instructions for which series/tests are to be performed. All orders are subject to the terms and conditions of the contract. Orders may be placed during the performance period of the contract.

#### **5. GEOGRAPHICAL AREAS**

Ordering of laboratory services shall be authorized by the DESC Quality Representatives (QRs) assigned to the Defense Energy Support Region having cognizance over the location from which the samples originate, as follows:

**a. AREA OF RESPONSIBILITY WITHIN CONUS, CENTRAL AMERICA OR SOUTH AMERICA:**

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	<u>FOOTNOTE</u>
Alabama	3	Nebraska	2
Arizona	3	Nevada	4
Arkansas	3	New Hampshire	1
California	4	New Jersey	1
Caribbean countries	3	New Mexico	3
Central America	3	New York	1
Colorado	2	North Carolina	3
Connecticut	1	North Dakota	2
Delaware	1	Ohio	2
District of Columbia	1	Oklahoma	3
Florida	3	Oregon	4
Georgia	3	Pennsylvania	1
Idaho	4	Puerto Rico	3
Illinois	2	Rhode Island	1
Indiana	2	South America	3
Iowa	2	South Carolina	3
Kansas	2	South Dakota	2
Kentucky	2	Tennessee	3
Louisiana	3	Texas	3
Maine	1	Utah	4
Maryland	1	Vermont	1

Massachusetts	1	Virginia	1
Mexico	3	Washington	4
Michigan	2	West Indies	3
Minnesota	2	West Virginia	1
Mississippi	3	Wisconsin	2
Missouri	2	Wyoming	2
Montana	4		

1. Defense Energy Support Center Ft. Dix  
5429 Delaware Avenue  
Fort Dix, NJ 08640-5000  
Phone: DSN 944-2074/626  
COM (609) 562-2074/6265  
FAX (609) 562-6158 (DSN 944)  
POC: Terry Knight  
email: [tknight@desc.dla.mil](mailto:tknight@desc.dla.mil)
2. Defense Energy Support Center St. Louis  
66 Sherman Road, Jefferson Barracks  
St. Louis, MO 63125-4137  
Phone: DSN 490-8624/8783  
COM (314) 260-8783/84  
FAX (314) 260-8797 (DSN 490)  
POC: Phil Bohn  
email: [pbohn@desc.dla.mil](mailto:pbohn@desc.dla.mil)
3. Defense Energy Support Center Americas  
Federal Building, Room 1005  
2320 LaBranch Street  
Houston, TX 77004-1091  
Phone: DSN 940-1152/1372  
COM (713) 718-3886, ext. 401  
FAX (713) 718-3898 (DSN 940)  
POC: John Guillochon  
email: [jguillochon@desc.dla.mil](mailto:jguillochon@desc.dla.mil)
4. Defense Energy Support Center Los Angeles  
3171 N. Gaffey Street  
San Pedro, CA 90731-1099  
Phone: DSN: 929-6750  
COM: (310) 900-6960, ext 201  
FAX: (310) 900-6973  
POC: Michael Koury  
email: [mkoury@desc.dla.mil](mailto:mkoury@desc.dla.mil)

## 6. ADDITIONAL SERVICES AND TESTING OUTSIDE NORMAL WORKING HOURS

The Contractor shall perform such additional tests as the Contracting Officer (CO) or designated representative may require. The representative of the CO, for purposes detailed below, is hereby designated as the Quality Representative (QR) of the Defense Fuel Region as assigned in Section 4, Geographical Area.

The Contractor may be required to perform services at times other than the Contractor's normal working hours as set forth in this contract. When tests are requested and neither the CO nor the QR are available, the Contractor may perform any reasonable tests as deemed necessary in order to make an adequate analysis of the samples of fuel furnished for testing. No additional tests that are beyond the Contractor's capability to perform shall be required. Overtime is defined as the time outside the Contractor's normal working hours when the sample has been placed in the normal queue. Expedite is defined as placing the sample at the front of the queue and performing the test immediately.

Invoices for services performed under this clause shall be submitted in accordance with the Clause II.03-1(g)--INVOICE, and addendum. However, a separate certification will be required on the invoice citing those additional tests that were requested under this clause, and/or the amount of overtime required, and any resulting overtime charges.

## 7. TESTING IN SUPPORT OF AIR FORCE ONE

In accordance with paragraph 6 above, The Contractor shall perform testing on samples submitted in support of Air Force 1 (AF1). Samples submitted in support of (AF1) will be tested in accordance with the instructions provided at the time samples are submitted. A separate invoice will be prepared for AF1 support and submitted to the following address using the account classification line indicated below.

Heather Huhn, SA-ALC/SPRF  
Directorate of Aerospace Fuels  
10104 Billy Mitchell Blvd., Suite 1  
Kelly AFB, Texas 78241-5603

**Account Classification:** 97X4930 FC01 61 8 47E6 FP2050 000000 00000 000000 660700

## 8. INVOICES:

- a. The Contractor shall prepare original invoice and five copies on the last day of each month. Each invoice shall contain the following information:

- (1) Contract number, CLIN, and SubCLIN
  - (2) For each sample submitted:
    - Sample identification number
    - Sample date
    - Date testing is performed
    - Name and location of laboratory where testing is performed
    - List of tests performed and unit price for each
  - (3) Total amount due on same line as Contract Line Item Number (CLIN).
- b. Invoice shall be made out to DFAS-Columbus Center. ATTN: DFAS-CO-TLSFA, 3900 East Broad Street, Bldg 21, Columbus, Ohio 43213-1152.
  - c. Contractor shall submit original invoice plus five (5) copies to the Quality Representative (QR) of the Defense Energy Support Center as assigned in Section 4, for certification and authorization for payment.
  - d. The Quality Representative will certify invoices for payment and forward three copies to DFAS for payment. One copy will be returned to the contractor for record keeping purposes.
  - e. This invoicing procedure is interim and may be replaced by an automated procedure at a later date.

**CLIN 0001 - Baton Rouge, LA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Test</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
<b>1B0108</b>	<b>JP-8</b>	<b>B-1</b>	50	\$_____
<b>1I0108</b>	<b>JP-8</b>	<b>Individual</b>	12	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate Matter & Filtration Time		\$_____
		Water Reaction, Interface Rating		\$_____
		Water Separation Index		\$_____
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____

<b>1B0105</b>	<b>JP-5</b>	<b>B-1 Series</b>	4	\$ _____
<b>1I0105</b>	<b>JP-5</b>	<b>Individual</b>	4	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density, or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity @ -20°C		\$ _____
		Heating Value,		\$ _____
		Aniline Gravity		
		or Net Heat of Combustion		
		Hydrogen Content		\$ _____
		Smoke Point		\$ _____
		Cetane Index, calculated		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined Test for Particulate		\$ _____
		Matter and Filtration Time		
		Water Reaction, Interface		\$ _____
		Rating		
		Microseparometer Rating		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1S0100</b>		<b>Sampling</b>	70	\$ _____
<b>1T0100</b>		<b>Transportation of Samples</b>	60	\$ _____ (per sample)



**CLIN 0002 - Homestead, FL**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Prices per Test/Series</u>
1B0208	JP-8	B-1	14	\$_____
1I0208	JP-8	Individual	7	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion,		
		MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate		\$_____
		Matter & Filtration Time		
		Water Reaction, Interface		\$_____
		Rating		
		Water Separation Index		\$_____
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____
1T0200		Transportation of Samples	17	\$_____ (per sample)

**CLIN 0003 - Key West, FL**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
<b>1B0305</b>	<b>JP-5</b>	<b>B-1</b>	14	\$ _____
<b>1I0305</b>	<b>JP-5</b>	<b>Individual</b>	8	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density, or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity @ -20°C		\$ _____
		Heating Value, Aniline Gravity		
		or Net Heat of Combustion		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point		\$ _____
		Cetane Index, calculated		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined Test for Particulate		
		Matter and Filtration Time		\$ _____
		Water Reaction, Interface Rating		\$ _____
		Microseparometer Rating		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1T0300</b>		<b>Transportation of Samples</b>	18	\$ _____(per sample)

**CLIN 0004 - Lockhart, MS**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Yr.</u>	<u>Price per Test/Series</u>
1B0405	JP-5	B-1	12	\$_____
1I0405	JP-5	Individual	6	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density, or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity @ -20°C		\$_____
		Heating Value, Aniline Gravity or Net Heat of Combustion		\$_____
		Hydrogen Content		\$_____
		Smoke Point		\$_____
		Cetane Index, calculated		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined Test for Particulate Matter and Filtration Time		\$_____
		Water Reaction, Interface Rating		\$_____
		Microseparometer Rating		\$_____
		Fuel System Icing Inhibitor		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____
1T0400		Transportation of Samples	18	\$_____ (per sample)

**CLIN 0005 - Montgomery, AL**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B0508	JP-8	B-1	18	\$ _____
1I0508	JP-8	Individual	3	\$ _____
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate Matter & Filtration Time		\$ _____
		Water Reaction, Interface Rating		\$ _____
		Water Separation Index		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
1T0500		Transportation of Samples	21	\$ _____ (per sample)

**CLIN 0006 -Moundville, AL**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B0608	JP-8	B-1	18	\$_____
1I0608	JP-8	Individual	4	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate Matter & Filtration Time		\$_____
		Water Reaction, Interface Rating		\$_____
		Water Separation Index		\$_____
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____
1T0600		Transportation of Samples	22	\$_____ (per sample)

**CLIN 0007 - Moffett Field, CA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est.</u> <u>Samples/Yr.</u>	<u>Price per Test/Series</u>
1B0708	JP-8	B-1	20	\$_____
1I0708	JP-8	Individual	UTE	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate Matter & Filtration Time		\$_____
		Water Reaction, Interface Rating		\$_____
		Water Separation Index		\$_____
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____

**CLIN 0800 - New York Harbor Area**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B0808	JP-8	B-1	73	\$ _____
1I0808	JP-8	Individual	20	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate Matter & Filtration Time		\$ _____
		Water Reaction, Interface Rating		\$ _____
		Water Separation Index		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____

<b>1B0805</b>	<b>JP5</b>	<b>B-1</b>	<b>15</b>	\$ _____
<b>1I0805</b>	<b>JP5</b>	<b>Individual</b>	<b>10</b>	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density, or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity @ -20°C		\$ _____
		Heating Value, Aniline Gravity or Net Heat of Combustion		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point		\$ _____
		Cetane Index, calculated		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined Test for Particulate Matter and Filtration Time		\$ _____
		Water Reaction, Interface Rating		\$ _____
		Microseparometer Rating		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1B0806</b>	<b>F-76</b>	<b>B-1</b>	<b>18</b>	\$ _____
<b>1I0806</b>	<b>F-76</b>	<b>Individual</b>	<b>10</b>	
		Appearance		\$ _____
		Demulsification		\$ _____
		Density or API Gravity		\$ _____
		Distillation		\$ _____
		Cloud Point		\$ _____
		Color (ASTM)		\$ _____
		Flash Point		\$ _____
		Particulate Contamination		\$ _____
		Pour Point		\$ _____
		Viscosity @ 40°C		\$ _____
		Accelerated Storage Stability		\$ _____
		Acid Number		\$ _____
		Aniline Point		\$ _____
		Ash		\$ _____
		Carbon Residue(10% Bottoms)		\$ _____
		Copper Strip Corrosion		\$ _____
		Hydrogen Content		\$ _____
		Ignition Quality Cetane Number or Cetane Index		\$ _____
		Sulfur		\$ _____
		Trace Metals		\$ _____
		Water and Sediment		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1B9616</b>	<b>MUR</b>	<b>B</b>	<b>3</b>	



<b>1I9616</b>	<b>MUR</b>	<b>Individual</b>	<b>5</b>	
		Workmanship		\$ _____
		Color, Visual		\$ _____
		Density or API Gravity		\$ _____
		Distillation		\$ _____
		Vapor Pressure		\$ _____
		Copper Strip Corrosion		\$ _____
		Oxidation Stability		\$ _____
		Existent Gum		\$ _____
		Lead Content		\$ _____
		Water Tolerance		\$ _____
		Vapor/Liquid Ratio (V/L)		\$ _____
<b>1A0802</b>	<b>FSII</b>	<b>A</b>	<b>15</b>	
<b>1B0802</b>	<b>FSII</b>	<b>B-1</b>	<b>5</b>	
<b>1I0802</b>	<b>FSII</b>	<b>Individual</b>	<b>5</b>	
		Workmanship		\$ _____
		Acid Number		\$ _____
		Color (Platinum Cobalt)		\$ _____
		Distillation		\$ _____
		Ethylene Glycol		\$ _____
		pH of 26% Solution in Water		\$ _____
		Specific Gravity (20°C/20°C)		\$ _____
		Water (% Weight)		\$ _____
		Flash Point		\$ _____
<b>1T0800</b>		<b>Transportation of Samples</b>	<b>28</b>	\$ _____ (per sample)

**CLIN 0009 - Selby, CA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
110908	JP-8	Individual	65	\$ _____
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion,		
		MJ/kg, BTU/lb		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate		
		Matter & Filtration Time		\$ _____
		Water Reaction, Interface		
		Rating		\$ _____
		Water Separation Index		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____

110905

JP-5

**Individual**

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Workmanship	\$ _____
Color, Saybolt	\$ _____
Total Acid Number	\$ _____
Aromatics	\$ _____
Olefins	\$ _____
Sulfur, Total Percent	\$ _____
Sulfur, Mercaptan	\$ _____
Doctor Test	\$ _____
Distillation	\$ _____
Flash Point	\$ _____
Density, or API Gravity	\$ _____
Freezing Point	\$ _____
Viscosity @ -20°C	\$ _____
Heating Value, Aniline Gravity or Net Heat of Combustion	\$ _____
Hydrogen Content	\$ _____
Smoke Point	\$ _____
Cetane Index, calculated	\$ _____
Copper Strip Corrosion	\$ _____
Thermal Stability	\$ _____
Existent Gum	\$ _____
Particulate Matter (Solids)	\$ _____
Filtration Time	\$ _____
Combined Test for Particulate Matter and Filtration Time	\$ _____
Water Reaction, Interface Rating	\$ _____
Microseparometer Rating	\$ _____
Fuel System Icing Inhibitor	\$ _____
Color, Visual	\$ _____
Sulfides in Bottom Water	\$ _____

**CLIN 0011 - Salt Lake City, UT**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B1108	JP-8	B-1	18	\$ _____
1I1108	JP-8	Individual	10	\$ _____
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate Matter & Filtration Time		\$ _____
		Water Reaction, Interface Rating		\$ _____
		Water Separation Index		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____

**CLIN 0012 - Doraville/Bremen, GA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B1208	JP-8	B-1	25	\$_____
1I1208	JP-8	Individual	25	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate Matter & Filtration Time		\$_____
		Water Reaction, Interface Rating		
		Water Separation Index		
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____

<b>1B1202</b>	<b>FSII</b>	<b>A</b>	<b>8</b>	\$ _____
<b>1I1202</b>	<b>FSII</b>	<b>Individual</b>	<b>5</b>	\$ _____
		Workmanship		\$ _____
		Acid Number		\$ _____
		Color (Platinum Cobalt)		\$ _____
		Distillation		\$ _____
		Ethylene Glycol		\$ _____
		pH of 26% Solution in Water		\$ _____
		Specific Gravity (20°C/20°C)		\$ _____
		Water (% Weight)		\$ _____
		Flash Point		\$ _____

**CLIN 0013 - Port Everglades, FL**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
<b>1B1308</b>	<b>JP-8</b>	<b>B-1</b>	<b>6</b>	\$ _____
<b>1I1308</b>	<b>JP-8</b>	<b>Individual</b>	<b>10</b>	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate		\$ _____

	Matter & Filtration Time		
	Water Reaction, Interface Rating		\$ _____
	Water Separation Index		\$ _____
	Fuel System Icing Inhibitor		\$ _____
	Fuel Electrical Conductivity		\$ _____
	Color, Visual		\$ _____
	Sulfides in Bottom Water		\$ _____
<b>1T1300</b>	<b>Transportation of Samples</b>	<b>16</b>	<b>\$ _____ (per sample)</b>

**CLIN 0015 - Houston, TX**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
<b>1A1501</b>	<b>Jet A/A-1</b>	<b>A</b>	24	\$ _____
<b>1I1501</b>	<b>Jet A/A-1</b>	<b>Individual</b>	24	\$ _____
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity @ -20°C		\$ _____
		Net Heat of Combustion <u>and</u> one of the following:		
		Luminometer		
		Smoke Point		
		Smoke Point/Naphthalenes		\$ _____
		Hydrogen Content		\$ _____
		Cetane Index, Calculated		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined Test for Particulate Matter and Filtration Time		\$ _____
		Water Reaction, Interface Rating		\$ _____
		Microseparometer Rating		\$ _____

		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Water		\$ _____
<b>1A1502</b>	<b>FSII</b>	<b>A</b>	<b>36</b>	
<b>1D1505</b>	<b>JP-5</b>	<b>B-2</b>	<b>122</b>	\$ _____
<b>1I1505</b>	<b>JP-5</b>	<b>Individual</b>	<b>180</b>	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density, or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity @ -20°C		\$ _____
		Heating Value, Aniline Gravity		
		or Net Heat of Combustion		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point		\$ _____
		Cetane Index, calculated		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined Test for Particulate		\$ _____
		Matter and Filtration Time		
		Water Reaction, Interface		\$ _____
		Rating		
		Microseparometer Rating		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1B1506</b>	<b>F-76</b>	<b>B-1</b>	<b>120</b>	\$ _____
<b>1I1506</b>	<b>F-76</b>	<b>Individual</b>	<b>180</b>	
		Appearance		\$ _____
		Demulsification		\$ _____
		Density or API Gravity		\$ _____
		Distillation		\$ _____
		Cloud Point		\$ _____
		Color (ASTM)		\$ _____
		Flash Point		\$ _____
		Particulate Contamination		\$ _____
		Pour Point		\$ _____
		Viscosity @ 40°C		\$ _____
		Accelerated Storage Stability		\$ _____
		Acid Number		\$ _____
		Aniline Point		\$ _____
		Ash		\$ _____
		Carbon Residue(10% Bottoms)		\$ _____
		Copper Strip Corrosion		\$ _____
		Hydrogen Content		\$ _____



		Ignition Quality		
		Cetane Number		
		or Cetane Index		\$ _____
		Sulfur		\$ _____
		Trace Metals		\$ _____
		Water and Sediment		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1B1508</b>	<b>JP8</b>	<b>B-2</b>	<b>84</b>	<b>\$ _____</b>
<b>1I1508</b>	<b>JP8</b>	<b>Individual</b>	<b>144</b>	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion,		\$ _____
		MJ/kg, BTU/lb		
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate		\$ _____
		Matter & Filtration Time		
		Water Reaction, Interface		\$ _____
		Rating		
		Water Separation Index		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1H1500</b>		<b>Blending</b>	<b>6</b>	<b>\$ _____(per sample)</b>

**CLIN 0016 - Norwalk, CA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
<b>1B1608</b>	<b>JP-8</b>	<b>B-1</b>	120	\$ _____
<b>1I1608</b>	<b>JP-8</b>	<b>Individual</b>	UTE	\$ _____
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate Matter & Filtration Time		\$ _____
		Water Reaction, Interface Rating		\$ _____
		Water Separation Index		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1J1608</b>	<b>JP-8</b>	<b>JFTOT (Special)</b>	100	\$ _____

<b>1B1605</b>	<b>JP-5</b>	<b>B-1</b>	<b>120</b>	\$ _____
<b>1I1605</b>	<b>JP-5</b>	<b>Individual</b>	<b>UTE</b>	\$ _____
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density, or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity @ -20°C		\$ _____
		Heating Value,		
		Aniline Gravity		
		or Net Heat of Combustion		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point		\$ _____
		Cetane Index, calculated		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined Test for Particulate		
		Matter and Filtration Time		\$ _____
		Water Reaction, Interface		
		Rating		\$ _____
		Microseparometer Rating		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1T1600</b>		<b>Transportation of Samples</b>	<b>UTE</b>	\$ _____(per sample)

**CLIN 0017 - San Pedro, CA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1A1708	JP8	A	2	\$ _____
1B1708	JP8	B-1	100	\$ _____
1I1708	JP8	Individual	UTE	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate Matter & Filtration Time		\$ _____
		Water Reaction, Interface Rating		\$ _____
		Water Separation Index		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____

<b>1J1708</b>	<b>JP-8</b>	<b>JFTOT (Special)</b>	100	\$ _____
<b>1A1705</b>	<b>JP-5</b>	<b>A</b>	2	\$ _____
<b>1B1705</b>	<b>JP-5</b>	<b>B-1</b>	60	\$ _____
<b>1I1705</b>	<b>JP-5</b>	<b>Individual</b>	UTE	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density, or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity @ -20°C		\$ _____
		Heating Value,		
		Aniline Gravity		
		or Net Heat of Combustion		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point		\$ _____
		Cetane Index, calculated		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined Test for Particulate		
		Matter and Filtration Time		\$ _____
		Water Reaction, Interface		
		Rating		\$ _____
		Microseparometer Rating		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
<b>1A1706</b>	<b>F-76</b>	<b>A</b>	2	\$ _____
<b>1B1706</b>	<b>F-76</b>	<b>B-1</b>	50	\$ _____
<b>1I1706</b>	<b>F-76</b>	<b>Individual</b>	UTE	
		Appearance		\$ _____
		Demulsification		\$ _____
		Density or API Gravity		\$ _____
		Distillation		\$ _____
		Cloud Point		\$ _____
		Color (ASTM)		\$ _____
		Flash Point		\$ _____
		Particulate Contamination		\$ _____
		Pour Point		\$ _____
		Viscosity @ 40°C		\$ _____
		Accelerated Storage Stability		\$ _____
		Acid Number		\$ _____
		Aniline Point		\$ _____
		Ash		\$ _____
		Carbon Residue(10% Bottoms)		\$ _____
		Copper Strip Corrosion		\$ _____
		Hydrogen Content		\$ _____
		Ignition Quality		
		Cetane Number		

		or Cetane Index		\$ _____
		Sulfur		\$ _____
		Trace Metals		\$ _____
		Water and Sediment		\$ _____
		Sulfides in Bottom Water		\$ _____
1A1702	FSII	A	10	\$ _____
1T1700		Transportation of Samples	UTE	\$ _____(per sample)

**CLIN 0018 - Cushing, OK**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B1808	JP-8	B-1	6	\$_____
1I1808	JP-8	Individual	4	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate Matter & Filtration Time		\$_____
		Water Reaction, Interface Rating		\$_____
		Water Separation Index		\$_____
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____

<b>1B1805</b>	<b>JP-5</b>	<b>B-1</b>	4	\$ _____
<b>1I1805</b>	<b>JP-5</b>	<b>Individual</b>	2	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density, or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity @ -20°C		\$ _____
		Heating Value,		
		Aniline Gravity		
		or Net Heat of Combustion		\$ _____
		Hydrogen Content		\$ _____
		Smoke Point		\$ _____
		Cetane Index, calculated		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined Test for Particulate		
		Matter and Filtration Time		\$ _____
		Water Reaction, Interface		
		Rating		\$ _____
		Microseparometer Rating		\$ _____
		Fuel System Icing Inhibitor		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____



**CLIN 0027 - Coraopolis, PA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Test</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1A2708	JP-8	A	2	\$ _____
1B2708	JP-8	B-1	5	\$ _____
1I2708	JP-8	Individual	5	
		Workmanship		\$ _____
		Color, Saybolt		\$ _____
		Total Acid Number		\$ _____
		Aromatics		\$ _____
		Olefins		\$ _____
		Sulfur, Total Percent		\$ _____
		Sulfur, Mercaptan		\$ _____
		Doctor Test		\$ _____
		Distillation		\$ _____
		Flash Point		\$ _____
		Density or API Gravity		\$ _____
		Freezing Point		\$ _____
		Viscosity at -20°C		\$ _____
		Net Heat of Combustion,		\$ _____
		MJ/kg, BTU/lb		
		Hydrogen Content		\$ _____
		Smoke Point/Naphthalenes		\$ _____
		Cetane Index (calculated)		\$ _____
		Copper Strip Corrosion		\$ _____
		Thermal Stability		\$ _____
		Existent Gum		\$ _____
		Particulate Matter (Solids)		\$ _____
		Filtration Time		\$ _____
		Combined test for Particulate		\$ _____
		Matter & Filtration Time		
		Water Reaction, Interface		
		Rating		
		Water Separation Index		
		Fuel System Icing Inhibitor		\$ _____
		Fuel Electrical Conductivity		\$ _____
		Color, Visual		\$ _____
		Sulfides in Bottom Water		\$ _____
1T2700		Transportation of Samples	12	\$ _____(per sample)

**CLIN 0028 - Columbus, GA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B2808	JP-8	B-1	12	\$_____
1I2808	JP-8	Individual	4	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate Matter & Filtration Time		\$_____
		Water Reaction, Interface Rating		\$_____
		Water Separation Index		\$_____
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____
1T2800		Transportation of Samples	16	\$_____ (per sample)

**CLIN 0032 - Boston, MA**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Yr.</u>	<u>Price per Test/Series</u>
1B3205	JP-5	B-1	6	\$_____
1I3205	JP-5	Individual	6	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density, or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity @ -20°C		\$_____
		Heating Value,		
		Aniline Gravity		
		or Net Heat of Combustion		\$_____
		Hydrogen Content		\$_____
		Smoke Point		\$_____
		Cetane Index, calculated		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined Test for Particulate		
		Matter and Filtration Time		\$_____
		Water Reaction, Interface		
		Rating		\$_____
		Microseparometer Rating		\$_____
		Fuel System Icing Inhibitor		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____
1T3200		Transportation of Samples	6	\$_____ (per sample)

**CLIN 0033 – South Portland, ME**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B3308	JP-8	B-1	17	\$_____
1I3308	JP-8	Individual	27	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate Matter & Filtration Time		\$_____
		Water Reaction, Interface Rating		\$_____
		Water Separation Index		\$_____
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____

**CLIN 0034 – Alamogordo, NM**

Please provide in the space below the following information about your proposed lab facility:

- Lab name and address
- Lab Telephone and Fax numbers
- Name of Lab Manager
- Normal Working Hours and Days
- Charge for working outside normal working hours (overtime)

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<u>Subclin</u>	<u>Product</u>	<u>Type of Tests</u>	<u>Est. Samples/Year</u>	<u>Price per Test/Series</u>
1B3408	JP-8	B-1	70	\$_____
1I3408	JP-8	Individual	20	
		Workmanship		\$_____
		Color, Saybolt		\$_____
		Total Acid Number		\$_____
		Aromatics		\$_____
		Olefins		\$_____
		Sulfur, Total Percent		\$_____
		Sulfur, Mercaptan		\$_____
		Doctor Test		\$_____
		Distillation		\$_____
		Flash Point		\$_____
		Density or API Gravity		\$_____
		Freezing Point		\$_____
		Viscosity at -20°C		\$_____
		Net Heat of Combustion, MJ/kg, BTU/lb		\$_____
		Hydrogen Content		\$_____
		Smoke Point/Naphthalenes		\$_____
		Cetane Index (calculated)		\$_____
		Copper Strip Corrosion		\$_____
		Thermal Stability		\$_____
		Existent Gum		\$_____
		Particulate Matter (Solids)		\$_____
		Filtration Time		\$_____
		Combined test for Particulate Matter & Filtration Time		\$_____
		Water Reaction, Interface Rating		
		Water Separation Index		\$_____
		Fuel System Icing Inhibitor		\$_____
		Fuel Electrical Conductivity		\$_____
		Color, Visual		\$_____
		Sulfides in Bottom Water		\$_____
1T3400		Transportation of Samples	UTE	\$_____ (per sample)

**SECTION G – CONTRACT ADMINISTRATION DATA**

**G2.03 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DESC JAN 1986)**

For the purpose of this contract, the Contracting Officer's Technical Representative shall be \_\_\_\_\_

(DESC 52.242-9F50)

**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

\_\_\_\_\_

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\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)****(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

**(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database. (FAR 52.232-33)

**G21 DESIGNATION OF PROPERTY ADMINISTRATOR (DESC MAR 1995)**

The Property Administrator for product handled under the terms of the contract will be designated by the Commander, Defense Energy Support Center (DESC 52.242-9F65)

## **SECTION I – CONTRACT CLAUSES**

### **11.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 1999)**

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the



notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4)

#### **11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2000)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067; and
- (3) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**[Contracting Officer shall check as appropriate.]**

☐ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

- ☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.
- ☐ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- ☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.
- ☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☐ 52.222-26, Equal Opportunity (E.O. 11246).
- ☐ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☐ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).
- ☐ 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). ☐ Alt I. ☐ Alt II.
- ☐ 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).
- ☐ 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
- ☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).
- ☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**[Contracting Officer shall check as appropriate.]**

- ☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- ☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

☐ 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

## **11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)**

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of **DFARS** clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

- |                          |              |   |
|--------------------------|--------------|---|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416   |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction, 10 U.S.C. 2304   |
| <input type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637                         |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582  |
| <input type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements Act - Balance of Payments Program, 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities   |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note   |
| <input type="checkbox"/> | 252.225-7015 | Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note  |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note   |

- [ ] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- [ ] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- [ ] 252.225-7029 Preference for United States or Canadian Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- [ ] 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ( [ ] Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- [ ] 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- [ ] 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- [ ] 252.243-7002 Requests for Equitable Adjustment, 10 U.S.C. 2410
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

- [ ] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

#### **II.06 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

**I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.**

---

(Official's Name)

---

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including—

- (1) Cost or pricing data if required in accordance with subpart 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to—

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(DFARS 252.243-7002)

**THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.****11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

(DFARS 252.204-7004)

**THE FOLLOWING CLAUSE APPLIES ONLY TO UNRESTRICTED ITEMS AND, IF APPLICABLE, ANY TOTAL SMALL BUSINESS SET-ASIDE ITEMS.****184 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after \_\_\_\_\_.

(FAR 52.216-21)

**THE FOLLOWING CLAUSE APPLIES ONLY TO PARTIAL SMALL BUSINESS, PARTIAL 8(a), OR SPLIT 8(a) (COAL) SET-ASIDE ITEMS.**

**I84.01 REQUIREMENTS (ALT III) (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The Government's requirements for each item or subitem of supplies or services listed in the SET-ASIDE QUANTITIES clause are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after \_\_\_\_\_.

(FAR 52.216-21/ALT III)

**I86 ORDER LIMITATIONS (OCT 1995)**

(a) **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount of less than \_\_\_\_\_, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **MAXIMUM ORDER.** The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \_\_\_\_\_.

(2) Any order for a combination of items in excess of \_\_\_\_\_; or

(3) A series of orders from the same ordering office within \_\_\_\_\_ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within \_\_\_\_\_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(FAR 52.216-19)

**I209.01 OPTION TO RENEW (SERVICES) (DESC APR 1997)**

The Government shall have the option to renew this contract upon the same terms and conditions for \_\_\_\_\_ successive periods of \_\_\_\_\_ each. The Government shall issue written notice of its exercise of this option to renew at least \_\_\_\_\_ days prior to the expiration date of this contract or any renewal thereof.

(DESC 52.217-9F70)

**I209.07 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within \_\_\_\_\_, **PROVIDED**, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_.

(FAR 52.217-9)

## **I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from \_\_\_\_\_ through \_\_\_\_\_.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

### **K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999)**

#### **SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.**

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that--

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that—

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. (DESC 52.212-9F35)

### **K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I) (JUN 1999/OCT 1998)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

- (i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(4) **TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

☐ is

☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.



**(3) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

☐ is  
☐ is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.**

**(4) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

☐ is

a woman-owned business concern.

**(5) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

**(6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

**(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is  
☐ is not

an emerging small business.

**(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED**

**BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is

☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has

☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

**(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL**

**DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.

**(8) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

**(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

and

(ii) It--

- ☐ has  
☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has developed and has on file  
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

**(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.**

**(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

\_\_\_\_\_  
(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

**(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

\_\_\_\_\_  
(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

**(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[ ] are

[ ] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

- (2) ☐ Have  
☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- ☐ are  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.  
(FAR 52.212-3/Alt I)

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)**  
**(OCT 1999/OCT 1998/JAN 1999)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(4) **TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

- ☐ Offeror is not owned or controlled by a common parent.  
☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ is  
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

- ☐ is  
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

- ☐ is  
☐ is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.**

(4) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

- ☐ is

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- ☐ is  
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American  
☐ Hispanic American

- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

**(9) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

- ☐ is
- ☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- ☐ is
- ☐ is not

a joint venture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_.)

_____	_____
_____	_____
_____	_____
_____	_____

**Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.**

**(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has
- ☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and



- (ii) It--  
[ ] has  
[ ] has not

filed all required compliance reports.

**(2) AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

- (i) It--  
[ ] has developed and has on file  
[ ] has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

[ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

**(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

**(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.**

**(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

**(1) The offeror certifies that--**

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

**(2) The offeror must identify and certify all end products that are not domestic end products.**

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

\_\_\_\_\_  
(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

**(LIST AS NECESSARY)**

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

\_\_\_\_\_  
(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

**(LIST AS NECESSARY)**

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[ ] are

[ ] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have or

[ ] Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[ ] are or

[ ] are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses. (FAR 52.212-3/Alts I/III)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS OR QUOTERS**

**L2.05-7 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (LAB TESTING) (DESC FEB 2000)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **SUBMISSION, MODIFICATION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and date proposals and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivision (i) and (ii) above. Proposals may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The proposal must show—

(i) The solicitation number;

(ii) The name, address, ad telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) **FOR RFPs ONLY.** Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation; the offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

---

(iv) Include name, title, and signature of person authorized to sign the offer. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(v) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(vi) Terms of any express warranty;

(vii) Price and any discount terms;

(viii) "Remit to" address, if different from mailing address; and

(ix) A completed copy of the representations and certifications in the Offeror Submission Package.

(x) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Proposals that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(3) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(i) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(ii) (A) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(c) If this solicitation is a request for proposals, it was the only proposal received.

(B) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(c) **PROPOSAL ACCEPTANCE PERIOD.**

(1) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(2) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(3) The Government requires a minimum acceptance period of \_\_\_\_ calendar days.

(4) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(5) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in paragraph (3) above or within any extension thereof which has been agreed to by the offeror.

(d) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(f) **MULTIPLE PROPOSALS.** Offerors are encouraged to submit multiple proposals presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each proposal submitted will be evaluated separately.

(g) **CONTRACT AWARD.**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer.

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 EAST L'ENFANT PLAZA, SW, SUITE 8100  
WASHINGTON, DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
BUILDING 4, SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5094  
TELEPHONE: (215) 697-2179  
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) **FACSIMILE PROPOSALS.** (FAR 52.215-5). Incorporated by reference.

(FAR 52.212-1, **tailored**/DESC 52.212-9F28)

**L2.11-1 FACSIMILE BIDS (DESC AUG 1999)**

(a) **DEFINITION. Facsimile bids**, as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place, and by the time, specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information, or that reject any of the terms, conditions, and provisions of the solicitation, may be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, **if requested to do so by the Contracting Officer**, the apparently successful bidder agrees to promptly submit the complete, original, signed bid, or a hard copy thereof, to be received within 10 days of the opening date.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: (703) 767-8506.

(2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:

TO: (Name and office code, i.e., Mary Smith, DESC-PH)  
FROM: (Originator's name, complete company name and address)  
Verification number: (Originator phone number and FAX number)  
Description: (Solicitation number)  
Number of pages:

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(DESC 52.215-9FA5)

#### **L2.11-2 FACSIMILE PROPOSALS (OCT 1997)**

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is \_\_\_\_\_.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

#### **L5 SERVICE OF PROTEST (AUG 1996)**

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J KINGMAN ROAD SUITE 4950  
 FORT BELVOIR VA 22060-6222

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

(FAR 52.233-2)

#### **L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

**L35 RESTRICTION ON AWARD (TESTING) (DESC APR 1971)**

The Government intends to award only one contract for each location listed in the Schedule. To assure consideration for award of a location, the offeror must submit offers on at least 90 percent of the tests listed at each location. However, the Government reserves the right to make multiple awards at any given location where such will best serve the Government's interest.

(DESC 52.209-9F25)

**L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

**SECTION M – EVALUATION FACTORS FOR AWARD**

**M2.11 EVALUATION - COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

---

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined , are \_\_\_\_\_ (Contracting Officer state, in accordance with FAR 15.605, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) **OPTIONS.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(FAR 52.212-2)